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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

craigslist, Inc., a Delaware corporation,

Plaintiff,

v.

Christopher Meyer, John Doe d/b/a
Clbotpro.com and craigslistbotpro.com;
and Does 3 through 25, inclusive,

Defendants.

Case No. 09-4739 SI

**PLAINTIFF CRAIGSLIST, INC.'S FIRST
AMENDED COMPLAINT FOR:
(1) COPYRIGHT INFRINGEMENT,
17 U.S.C. § 101, et seq.; (2) VIOLATION OF
THE DIGITAL MILLENNIUM
COPYRIGHT ACT, 17 U.S.C. § 1201;
(3) VIOLATION OF THE COMPUTER
FRAUD AND ABUSE ACT, 18 U.S.C.
§1030; (4) VIOLATION OF CALIFORNIA
PENAL CODE § 502; (5) TRADEMARK
INFRINGEMENT, 15 U.S.C. §§ 1114,
1125(A), AND 1125(D); (6) TRADEMARK
INFRINGEMENT UNDER CALIFORNIA
LAW; (7) BREACH OF CONTRACT;
(8) INDUCING BREACH OF CONTRACT;
(9) INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS;
AND (10) FRAUD;**

DEMAND FOR JURY TRIAL.

I. INTRODUCTION

1. craigslist operates the website, www.craigslist.org, which provides online localized classified ad placements and related online services in 700 cities in 70 countries worldwide. craigslist is one of the most visited websites in the world with more than 50 million Americans alone visiting the craigslist website each month generating more than 20 billion page views, and posting more than 40 million free classified ads. The smooth operation and functional usability of the website is vital to craigslist and to the millions of people who rely on its services each and every day. Unfortunately, craigslist is required to expend significant resources in combating abuse by individuals who wish to profit by flooding craigslist with illegitimate advertisements and by otherwise conducting prohibited activities at the expense of craigslist and legitimate craigslist users.

2. Defendants are engaged in intentional for-profit abuse of craigslist that threatens the very operation of the services and communities that craigslist has built. Defendants develop, offer, market and distribute illegal tools and services designed to greatly facilitate and amplify unauthorized and illegal uses of craigslist's classified services – at the expense of craigslist and legitimate craigslist users.

3. Defendant's ongoing activities burden craigslist's systems and services and damage craigslist's free local online marketplace communities as well as craigslist's reputation and goodwill.

4. craigslist brings this action to protect its services and the communities that rely on its services from being injured by self-interested profiteers undermining and debasing craigslist's services in the pursuit of ill-gotten gains.

II. JURISDICTION

5. The Court has jurisdiction over this action pursuant to:

a. 28 U.S.C. §§ 1331 and 1338, because this action alleges violations of federal statutes, including 17 U.S.C. § 101, *et seq.*, 17 U.S.C. § 1201, 18 U.S.C. § 1030, 15 U.S.C. §§ 1114 and 1125(a), (d);

b. Additionally or alternatively, 28 U.S.C. § 1332, because there may be complete diversity of citizenship between the parties which will be determined when all defendants are identified, and because the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs; and

c. 28 U.S.C. § 1367 (supplemental jurisdiction), because the claims alleged under state law are so related to claims in this action over which this Court has original jurisdiction that they form part of the same case and controversy under Article III of the United States Constitution.

III. VENUE

6. Venue is proper in this District under 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to the claims occurred in this District: Defendants accessed and used craigslist's computers and services to transact their affairs, craigslist is located in this District, and a substantial part of craigslist's property, which was targeted and damaged by Defendants' acts, is situated in this District.

7. In addition, craigslist's Terms of Use ("TOU") governing Defendants' access to and use of the craigslist website and craigslist's services provide that courts located within the county of San Francisco, California, shall have exclusive jurisdiction over the relationship between craigslist and Defendants.

8. Intradistrict Assignment is proper in the San Francisco Division of this Court pursuant to Civil Local Rules 3-5(b) and 3-2(c) for the reasons stated above.

IV. THE PARTIES

9. craigslist, Inc. is a Delaware corporation, with its principal place of business in San Francisco, California.

10. craigslist is informed and believes, and based thereon alleges, that John Doe d/b/a Clbotpro.com and craigslistbotpro.com is a person or entity responsible in whole or in part for the wrongdoing alleged herein. craigslist will amend this Complaint when the identities of such person or entities and/or the scope of their actions become known.

11. craigslist is informed and believes, and on that basis alleges, that Defendant Christopher Meyer is an individual residing at 3133 Cedar Ravine Road, Placerville, CA 95667.

12. At relevant times, Defendant Christopher Meyer was the Registrant Contact, Administrative Contact, Technical Contact, and Billing Contact for the domain names clbotpro.com and craigslistbotpro.com.

13. craigslist is informed and believes, and on that basis alleges, that Defendant Christopher Meyer is responsible in whole or in part for the wrongdoing alleged herein.

14. Does 3-25 are persons or entities responsible in whole or in part for the wrongdoing alleged herein (“Doe Defendants”). craigslist is informed and believes, and based thereon, alleges that each of the Doe Defendants participated in, ratified, endorsed, or was otherwise involved in the acts complained of, and that they have liability for such acts. craigslist will amend this Complaint if and when the identities of such persons or entities and/or the scope of their actions become known.

15. Defendants John Doe d/b/a Clbotpro.com and craigslistbotpro.com, Christopher Meyer and the Doe Defendants are referred to collectively in this Complaint as “Defendants.”

V. FACTS GIVING RISE TO ALL CLAIMS FOR RELIEF

A. CRAIGSLIST BACKGROUND

16. craigslist was founded in San Francisco, California, in 1995. It originated from an email list by Craig Newmark to share information with friends and acquaintances about events in and around the San Francisco Bay Area. Thereafter, it quickly gained in popularity and scope as an online forum for free local online classified ads.

17. craigslist incorporated in 1999.

18. craigslist maintains its headquarters in San Francisco, California, and the majority of servers on which the craigslist services operate are located in San Francisco.

19. The greater Bay Area, and specifically San Francisco, remains one of the largest communities of craigslist users.

1 20. Today, the craigslist website – www.craigslist.org – is world renowned. It
2 provides its free localized online classified ad services and forums in 700 cities in 70 countries
3 worldwide, and is one of the most visited websites in the world. Each month more than 50
4 million Americans visit the craigslist website generating more than 20 billion page views, and
5 posting more than 40 million free classified ads.

6 **B. CRAIGSLIST’S WEBSITE AND CLASSIFIED AD SERVICES**

7 21. craigslist enables and allows users to review or post online local classified
8 advertisements for various categories of products and services on the craigslist website.

9 22. The website is organized first by geographic area, and then by category of product
10 or service within a geographic area. This organizational system ensures that craigslist remains a
11 *localized* service so buyers know they will find products and services available in their
12 communities. It also ensures that craigslist remains an *efficient* service so buyers’ searches for
13 particular types of products and services are not littered with irrelevant postings.

14 23. The categories within each geographic area (for example, jobs, personals, housing,
15 furniture, cars, clothes, and vehicles) are displayed on discrete webpages as lists of posted ads.

16 24. An ad appears in a category list identified by a descriptive title created by the user
17 who posted the ad.

18 25. When a new ad is posted, it is automatically placed at the top of the selected
19 category list in the chosen geographic area. Existing ads move progressively lower in the list as
20 new ads are posted at the top.

21 26. This prioritization was implemented by craigslist as a simple method to achieve
22 fair and efficient service to both buyers and sellers using craigslist. Every seller’s ad receives
23 initial positioning at the top of its list, and buyers seeking a product or service within a category
24 see the most current ads first.

27. Other than modest fees for ad postings for jobs in certain cities, realty in New York City and recently, ads posted in the adult and therapeutic services categories, craigslist provides services to the public free of charge.¹

C. CRAIGSLIST'S TOU

28. craigslist's services and the craigslist website are governed by the craigslist TOU. The TOU are posted on the craigslist website, and users must affirmatively accept the TOU to post ads on craigslist and to create an account on craigslist.

29. The TOU inform users that any authorized use of the craigslist site will use or cause to be used servers located in California.

30. Similarly, the TOU state that the relationship between craigslist and its users will be governed by the laws of the state of California, and that by agreeing to the TOU, users agree to submit to the personal and exclusive jurisdiction of the courts located within the county of San Francisco, California.

31. The TOU grant users a limited, revocable, nonexclusive license to access the craigslist website and use craigslist's services. The license limits the authorized uses of the website and services, and identifies types of uses that are not authorized.

32. The TOU also set out reasonable estimates of craigslist's damages as liquidated amounts for particular violations of their terms and the craigslist license.

33. At all times relevant, the TOU have, without limitation, prohibited the following activities:

- Repeatedly posting the same or similar content;
- Posting the same or similar content in more than one category;
- Posting the same or similar content in more than one geographic area;

¹ craigslist recently began charging fees for postings in the adult and therapeutic services sections to facilitate identification of persons responsible for illegal and unauthorized posts for potential law enforcement or other identification.

- Posting ads on behalf of others, causing ads to be posted on behalf of others, and accessing craigslist services to facilitate posting ads on behalf of others;
- Using a Posting Agent (a third-party agent, service, or intermediary that posts content to craigslist on behalf of others) to post ads;
- Attempting to gain unauthorized access to craigslist's computer systems or engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, craigslist's services or the craigslist website;
- Using any automated device or computer program that enables postings without each posting being entered manually (an "automated posting device"), including, without limitation, the use of any automated posting device to submit postings in bulk;
- Making available content that uses automated means (e.g., spiders, robots, crawlers, data mining tools, and the like) to download data from craigslist; and
- Sending unsolicited email advertisements to craigslist email addresses or through craigslist computer systems.

34. The TOU are attached to the Complaint as Exhibit A and are incorporated into the Complaint as if fully set forth herein.

D. POSTING ADS ON CRAIGSLIST

35. To post an ad on craigslist, a user must access the craigslist website and first select the appropriate geographic area in which to post their ad.

36. Upon clicking the selected geographic area option, the user is presented with a webpage specific to that geographic area. From that webpage, a user seeking to post an ad must click a link titled "post to classifieds."

37. At the resulting display page, the user chooses the appropriate genre of posting from a list for that geographic area (for example, job offered, housing offered, housing wanted, for sale, item wanted, personal/romance, or community). A highlighted and italicized notice at the top of this webpage reminds users, as stated in the TOU, that "cross-posting to multiple cities or categories is not allowed."

1 38. After selecting the appropriate genre, the user is presented with a list of categories
2 for ads in that genre in that geographic area (for example, categories under “for sale” ads in
3 Seattle, Washington, include, without limitation, auto parts, bicycles, boats, collectibles,
4 electronics, jewelry, musical instruments, and tools), and must select an appropriate category for
5 his or her ad.

6 39. After selecting the appropriate category, the user specifies from a list the nearest
7 location within the geographic area, but a notice at the top of this webpage also alerts the users
8 that “*there is no need to cross-post to more than one area - doing so may get you flagged and/or*
9 *blocked - thanks!*”

10 40. On the subsequent page, the user creates the title, price, description and other
11 details for the ad, and provides an email address for replies to the ad. (craigslist anonymizes the
12 email address when the ad is posted and relays replies to the user’s genuine email address.)

13 41. After verifying the content of the ad, the user is required to affirmatively accept
14 craigslist’s TOU before the ad is posted.

15 42. If the user declines the TOU, the ad is not posted.

16 43. If the user accepts the TOU, the user receives a screen display that requires the
17 user to respond to a CAPTCHA (“Completely Automated Public Turing test to tell Computers
18 and Humans Apart”) challenge (explained below). If the CAPTCHA challenge is successfully
19 completed, an email is sent to the user’s email address with links that allow the user to finally
20 post, edit or delete the ad.

21 44. To help users manage their ads, craigslist enables each user to create an account.

22 45. To create a craigslist account, a user must provide a valid email address and
23 affirmatively accept craigslist’s TOU.

24 46. Users with a craigslist account can post ads through an abbreviated process using
25 their account.

26 **E. CRAIGSLIST SECURITY MEASURES**
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1 47. craigslist employs a number of security measures to protect the craigslist website,
2 the integrity and operation of craigslist's systems and services, and craigslist users.

3 48. One measure is the creation of temporary, anonymous email addresses for replies
4 to ads posted by users.

5 49. craigslist assigns a unique craigslist email address, in the form of sale-
6 xxxxxxxx@craigslist.org, to each advertisement posted by a user. Emails sent to this craigslist
7 email address are automatically forwarded by craigslist to the user's personal email address
8 (provided when the user posts the ad or creates a craigslist account).

9 50. This system avoids publication of users' personal email addresses, but still allows
10 users to receive replies in their personal email accounts. It protects users' privacy and makes it
11 more difficult for spammers to obtain users' email addresses.

12 51. Another security measure employed by craigslist is the use of a verification
13 program commonly known as CAPTCHA ("Completely Automated Public Turing test to tell
14 Computers and Humans Apart"). CAPTCHA is designed to ensure that a human, not a machine,
15 completes a certain task.

16 52. craigslist uses a CAPTCHA to ensure that ads are posted manually (as required by
17 the TOU) and not by automated means. To post an ad, a user must first timely solve a
18 CAPTCHA.

19 53. When a user creates an account or posts an ad, the user is presented with a
20 webpage displaying a challenge-response test that appears in the form of a box containing
21 partially obscured characters that the user must type into a designated box – this is the
22 CAPTCHA. As shown in the example below, in craigslist's CAPTCHA, the characters of words
23 are obscured so a person can read them, but computer programs, bots and other automated
24 devices usually cannot.



54. If the CAPTCHA is not timely solved, the post or creation of an account on craigslist is not completed.

55. A further security measure employed by craigslist is telephone verification.

56. This measure is designed to prevent repetitious, unauthorized, unlawful and abusive postings on craigslist by requiring users to link a valid telephone number to a registered account in order to post ads in certain instances.

57. When telephone verification is mandated, craigslist requires the user to enter a valid telephone number in a specified box on the craigslist website. craigslist then sends a temporary passcode to that telephone number, and the user must enter the temporary password on the craigslist website.

58. If the telephone number is not verified, the telephone verified account is not created and the user is unable to post ads in categories that require a telephone verified account.

59. craigslist also uses various technological tools to detect and remove ads that have been abusively cross posted in multiple categories or multiple areas, or that are repetitively posted to stay at or near the top of a chosen list or lists.

F. CRAIGSLIST'S COPYRIGHTS

60. craigslist is committed to providing users with an easy-to-understand, easy-to-navigate forum to post and locate ads in local communities. To that end, the craigslist website provides uncluttered interfaces and displays for user input, searches and results.

61. craigslist's website is, by design, uniquely distinctive in its clarity, composition and simplicity. Among the significant unique elements of craigslist's website are the clear and

1 simple craigslist account registration and log in features, and the clear and simple post to
2 classified features.

3 62. The website embodies craigslist's mission to provide local online marketplace
4 communities that are predominantly free, friendly, and easy to use. The simplicity and clarity of
5 the craigslist website are fundamental to craigslist's reputation and garner substantial and valuable
6 goodwill with users.

7 63. As an online venture, the intellectual property related to the craigslist website is a
8 vital asset to craigslist.

9 64. craigslist's website is a work of authorship protected by copyright law.

10 65. craigslist owns all right, title and interest, including copyrights, in and to its
11 website, including, but not limited to, the post to classifieds, account registration and account log
12 in expressions and compilations.

13 66. The craigslist website displays copyright notices.

14 67. craigslist has registered copyrights in its website, including, but not limited to, the
15 post to classifieds, account registration and account log-in features of the website. These
16 registrations include:

17 Reg. No.	Reg. Date	Title
18 TX0006866660	September 19, 2008	Accounts.craigslist.org 2004.
19 TX0006866658	September 19, 2008	Accounts.craigslist.org 2008.
20 TX0006866657	September 19, 2008	Craigslist website 2006.
21 TX0006866662	September 19, 2008	Post.craigslist.org 2004.
22 TX0006866661	September 19, 2008	Post.craigslist.org 2008.

23 24 25 **G. CRAIGSLIST'S TRADEMARKS**

26 68. craigslist also carefully protects its trademarks.

27 69. craigslist owns common law rights in the CRAIGSLIST mark.

1 70. craigslist is also the owner of U.S. federal registrations nos. 2395628, 2905107,
2 2985065, and 3008562 for the CRAIGSLIST mark, covering, *inter alia*, “[a]dvertising and
3 information distribution services,” “online interactive bulletin boards for transmission of
4 messages among computer users concerning classified listings,” and “on-line computer data bases
5 and on-line searchable databases featuring information, classified listings and announcements.”
6 craigslist has also registered the CRAIGSLIST mark in many other countries throughout the
7 world.

8 71. CRAIGSLIST has been used in commerce by craigslist since 1995. craigslist’s
9 use has been substantially continuous and exclusive.

10 72. craigslist has attained strong name recognition in the CRAIGSLIST mark. The
11 mark has come to be associated with craigslist and identifies craigslist as the source of
12 advertising, information, bulletin board and database services offered in connection with the
13 mark.

14 73. craigslist has also developed substantial goodwill in the CRAIGSLIST mark.

15 74. As noted previously, the craigslist website is one of the most visited websites in
16 the world, and, in the United States alone, the craigslist website is visited by more than 40 million
17 users each month.

18 75. craigslist considers the CRAIGSLIST mark among its most important and valuable
19 assets.

20 **H. ILLICIT POSTING SOFTWARE AND SERVICES**

21 76. Illicit auto-posting software and services threaten craigslist’s simple, fair and
22 efficient classified ad posting and listing system. Auto-posting software and services enable the
23 repetitious posting of duplicative ads within a category on craigslist to keep the ad at or near the
24 top of the category list. They also enable postings in multiple categories on craigslist and in
25 multiple geographic areas.
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1 77. Auto-posting software and services load craigslist's classified ad services with
2 hundreds or thousands, or even millions of illegitimate ads that are redundant, miscategorized
3 and/or mislocated.

4 78. Repetitious posting of an ad, posting an ad in multiple categories, and posting an
5 ad in more than one geographic area are all prohibited by the craigslist TOU. The TOU also
6 expressly prohibit the use of any automated posting devices, including, but not limited to
7 computer programs, that enable posting ads without manually entering each one.

8 79. Auto-posting disrupts craigslist's services by clogging craigslist categories with
9 numerous advertisements for the same products or services or ads for irrelevant products or
10 services. Auto-posting activities degrade craigslist user experiences and cause harm to
11 craigslist's reputation as a fast, efficient, and fair platform for sellers to advertise and buyers to
12 locate local items and services.

13 80. For example, auto-posting impairs the efficiency and ease-of-use of craigslist
14 services for legitimate users by causing category lists to display illegitimate, irrelevant, non-local
15 and/or duplicative ads that users are forced to sift through to find legitimate non-redundant ads.
16 Ads that are repeatedly auto posted also inequitably displace new ads legitimately placed at the
17 top of a category list. Additionally, auto-posting ads in multiple categories or multiple
18 geographic areas subverts users' expectations that they will find only ads regarding particular
19 products or services within a certain category and that they will find only ads for *local* products or
20 services within a given geographic area.

21 81. Auto-posting imposes heavy burdens on craigslist's computer systems and
22 personnel. It creates heightened demands on craigslist's computers and systems, and causes
23 craigslist to expend time and resources and to incur additional costs in order to continue to
24 provide its users with reliable, efficient service despite the high volumes of illegitimate ads. But
25 for craigslist's continuous efforts and expenditures to thwart auto-posting and its impacts, auto-
26 posting would overwhelm craigslist's computers and systems, effectively eliminate legitimate ads
27 from the site and degrade the user experience for legitimate users by increasing craigslist's
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1 response time to legitimate users' requests, decreasing craigslist's performance and ability to
2 process the increased volume of ads, and frustrating legitimate users resulting in large numbers of
3 users abandoning craigslist.

4 82. To continue to profit from their sale of unauthorized, unlawful auto-posting
5 software and services despite craigslist's effort to bar them, Defendants intentionally circumvent
6 technological security measures implemented by craigslist to stop auto-posting, including
7 CAPTCHA, telephone verification and posting limits per individual account, email address, and
8 IP address. Indeed, whenever craigslist implements a new protective measure, Defendants are
9 deterred only as long as it takes them to devise an illegitimate means of circumventing the new
10 measure.

11 **I. DEFENDANTS' AUTO-POSTING SOFTWARE AND SERVICES**

12 83. Defendants develop, offer, market and sell auto-posting and related software and
13 services in violation of craigslist's TOU through their interactive website, www.clbotpro.com and
14 www.craigslistbotpro.com. They sell computer software, including "CL Bot Pro," and other
15 automated devices and related services that enable the automated posting of ads on craigslist (i.e.,
16 posting without each ad being entered manually), including circumventing craigslist security
17 measures to do so.

18 84. Defendants advertise that CL Bot Pro is a "**100% fully automated** tool for ads with
19 craigslist." (Emphasis added). They inform customers that "With a few simple clicks you can
20 post multiple ads quickly and then manage day after day." In addition, Defendants advertise that
21 CL Bot Pro provides customers with the following features:

- 22 • Automated email verification stops having to always check and verify your email each
23 time you post
 - 24 • Manage and post multiple ads in multiple categories with body and title randomization
25 features
 - 26 • Craigslist account support – Post and delete with one or unlimited Craigslist
27 Accounts!
- 28

- Optional post in all cities and categories
- Auto accept the terms of use
- Automatic CAPTCHA bypass available with Captcha King module!
- Complete Email Rotation – Built In: You can use an unlimited amount of emails addresses with the CL Bot Pro so your Craigslist posts will appear as unique giving you less of chance of getting blocked or ghosted

85. Defendants charge \$67.00 for CL Bot Pro Standard and \$99.00 for CL Bot Pro Professional.

86. Defendants also sell many Craigslist Add-on features that were designed to circumvent craigslist's security measures.

87. Defendants sell a "Captcha King" for \$99.00, which allows users to "Never enter Re-Captcha on Craigslist.org again."

88. Defendants sell an additional license for \$35.00, which allows users to run multiple copies of CL Bot Pro.

89. Defendants sell an "Auto Posting Scheduler" for \$99.00, which allows users to "Set the date and time for automatic ad posting."

90. Defendants sell a "Proxy IP Rotator" for \$99.00, which "Rotates through a Proxy list for unique posting."

91. Defendants sell an "Auto Flagger" for \$99.00, which allows users to "Select cities and keywords to auto flag posts on Craigslist.org."

92. Defendants sell a "CL EMailer" for \$99.00, which "Extracts emails from Craigslist.org posts for contact" information.

93. Defendants sell an "Automatic Reposter" for \$99.00, which "Checks for posted ads, deletes them, and posts a new one."

94. Defendants sell an "Auto Dialer" for \$99.00, which resets the user's "modem connection for a fresh new IP address."

1 95. On information and belief, Defendants accessed and copied the craigslist website
2 (including, but not limited to, creating cached copies of the website) to develop, test, implement,
3 use and provide their CL Bot Pro software and other auto-posting software, programs, devices
4 and services.

5 96. These acts of access and copying were and are unauthorized or in excess of
6 authorization for access to and use of the craigslist website, services, computers and systems.

7 97. On information and belief, Defendants continue to access and copy the craigslist
8 website (including, but not limited to, creating cached copies of the website) to operate, maintain
9 and update their auto-posting software, programs, devices and services.

10 98. These acts of access and copying were and are unauthorized or in excess of
11 authorization for access to and use of the craigslist website, services, computers and systems.

12 99. On information and belief, Defendants were required to affirmatively agree to and
13 accept, and did affirmatively agree to and accept, craigslist's TOU at one or more times when
14 they accessed the craigslist website and services.

15 100. On information and belief, each time Defendants affirmatively accepted and
16 agreed to abide by craigslist's TOU, Defendants intended to violate the TOU and concealed their
17 intent to violate the TOU from craigslist.

18 101. On information and belief, Defendants understood that craigslist's principal place
19 of business is located in San Francisco, that craigslist's computers are primarily located in San
20 Francisco, and that any access to and use of the craigslist website and services would affect
21 craigslist and its computers.

22 102. Defendants' actions are knowing, intentional, willful, malicious and fraudulent.

23 103. Defendants also knowingly, willfully, intentionally, fraudulently and maliciously
24 induce, encourage and assist craigslist users to abuse craigslist systems and services and violate
25 the craigslist TOU.
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104. Defendants knowingly, willfully, intentionally, fraudulently and maliciously developed, updated, market, offer, sell and support their auto-posting software after unequivocal notice and knowledge that the software violates craigslist's rights and craigslist's TOU.

105. Even after having learned that they were sued by craigslist, Defendants have knowingly and willfully continued to operate their websites and update their software. At a minimum, Defendants updated the CLBotPro software on or about February 7, 2010 and February 12, 2010.

106. On information and belief, Defendants' software has been purchased and utilized by California residents.

J. DEFENDANTS' USE OF THE "CRAIGSLIST" MARK

107. Defendants without authorization have used the famous "CRAIGSLIST" mark in commerce to advertise their unlawful software and services on the Internet in a manner likely to confuse consumers as to their association, affiliation, endorsement or sponsorship with or by craigslist.

108. Defendants' unauthorized use of the "CRAIGSLIST" mark includes, but is not limited to, use of the mark on their website, such as "Craigslist Bot Pro."

109. Defendants' unauthorized use of the "CRAIGSLIST" mark includes, but is not limited to, use of the mark in the following website domain: www.craigslistbotpro.com.

110. Defendants' unauthorized use of the "CRAIGSLIST" mark includes, but is not limited to, display of the mark in the text and in the headings of links on Internet search engines.

111. For example, Defendants have used the CRAIGSLIST mark in the following link on the Google search engine.

[CL Bot Pro - Craigslist Marketing Software - Auto Poster For CL ...](#)

CL Bot Pro offers user a complete **Craigslist** marketing software solution. In a few simple steps you can create your ads with our easy auto poster for CL.

[Order](#) - **[Tutorials](#)** - **[Add Ons](#)** - **[Screenshots](#)**
clbotpro.com/ - **[Cached](#)** - **[Similar](#)**

112. Defendants' use of the CRAIGSLIST mark causes confusion and mistake and is likely to deceive customers and potential customers regarding the origin, affiliation, association,

1 connection and/or endorsement of Defendants' auto-posting products and services, Defendants'
2 website, and/or Defendants with or by craigslist.

3 113. At no time has craigslist authorized or consented to Defendants' use of the
4 CRAIGSLIST mark or any other craigslist intellectual property.

5 114. At no time has craigslist had any association, affiliation or connection with, or
6 endorsed Defendants' products or services, Defendants' website, or Defendants. Specifically,
7 Defendants' software and services are *not* authorized, approved, endorsed, or sponsored by, or
8 associated, affiliated, or connected with craigslist, and Defendants and their website are *not*
9 authorized, approved, endorsed, or sponsored by, or associated, affiliated, or connected with
10 craigslist.

11 115. In using the CRAIGSLIST mark, Defendants have willfully and deliberately
12 sought to profit from craigslist's pre-established goodwill and reputation.

13 **K. CRAIGSLIST'S INJURIES**

14 116. Defendants' actions and activities burden, interfere with and harm craigslist's
15 systems, services, and resources; burden, interfere with and harm use of craigslist by legitimate
16 users; burden, interfere with and harm craigslist's relationship, reputation and goodwill with
17 legitimate users; and violate numerous provisions of the TOU.

18 117. Defendants have caused craigslist to incur substantial costs to investigate,
19 remediate, prevent and combat Defendants' auto-posting software, programs, devices and
20 services and Defendants' unauthorized access to and use of craigslist's systems and services, and
21 to investigate, remediate and prevent harm to craigslist's computer systems and services caused
22 by the Defendants.

23 118. For example, the increased load and burden on craigslist's servers, and the burden
24 on craigslist's personnel resources to develop counter measures, investigate incidents, remove
25 unauthorized ads, and address user complaints as a result of auto-posting, cost craigslist well in
26 excess of \$5,000 per year.

119. Damages and losses incurred by craigslist include, without limitation, interference with proper and efficient service to legitimate users; requiring craigslist to undertake extraordinary actions to monitor and enhance website infrastructure; and significantly increasing costs of computer hardware, software, bandwidth, co-location fees, troubleshooting, customer service, and systems maintenance.

120. Furthermore, the harm to craigslist's relationships, reputation and good will with legitimate users is real and irreparable.

121. For example, users have blamed craigslist for interference with the fair and efficient operation of craigslist services caused by illicit auto-posting, and have accused craigslist of conspiring with parties responsible for auto-posting, like Defendants. Users who become frustrated by auto-posting abuses on craigslist may stop using craigslist and never return. Such injuries to craigslist cannot be compensated by monetary damages and are irreparable.

122. The craigslist TOU include a liquidated damages provision to compensate craigslist for harm and injury from certain unauthorized and prohibited activities.

123. Under the TOU's liquidated damages provision, as a result of their violations, Defendants are liable to craigslist for, among other relief and remedies, the following amounts:

- \$1,000 for each post or message that impersonated any person or entity, or falsely stated the affiliation of the sender with another person or entity;
- \$100 for each message posted in excess of limits established by craigslist or each day that craigslist is accessed after craigslist terminates access to or use of the service; and
- \$100 for each and every item posted by a posting agent.

124. craigslist is entitled to an injunction to stop Defendants' unlawful activities and the irreparable harm they are causing craigslist. craigslist is also entitled to monetary damages, including, but not limited to, liquidated damages, to compensate for the quantifiable harm and injury Defendants have caused and continue to cause craigslist.

136. craigslist is entitled to the relief provided by 17 U.S.C. §§ 502-505, including, but not limited to, injunctive relief, an order for the impounding and destruction of all Defendants' infringing copies and/or derivative works, compensatory damages (including, but not limited to actual damages and/or Defendants' profits), statutory damages, punitive damages, and craigslist's costs and attorneys' fees in amounts to be determined at trial.

SECOND CLAIM FOR RELIEF
VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA")
17 U.S.C. § 1201, *ET SEQ.*

137. craigslist realleges and incorporates by reference all of the preceding paragraphs.

138. craigslist has registered copyrights in its website and specific portions thereof.

139. craigslist employs numerous technological measures, including, but not limited to, identification of recurrent IP addresses, CAPTCHAs, and telephone verification systems, to effectively protect and control access to and use of its copyrighted website and/or portions thereof.

140. Defendants have circumvented and are circumventing technological measures that effectively control access to craigslist's copyrighted website and/or portions thereof.

141. On information and belief, Defendants manufacture, import, provide, offer to the public, or otherwise traffic in technology, products, services, devices, components, or parts thereof, that are primarily designed or produced for the purpose of circumventing technological measures and/or protection afforded by technological measures that effectively control access to craigslist's copyrighted website and/or portions thereof.

142. On information and belief, Defendants' technology, products, services, devices, components, or parts thereof have limited or no commercially significant purpose or use other than to circumvent technological measures that effectively control access to the craigslist website and/or portions thereof.

143. On information and belief, Defendants and/or others acting in concert with Defendants market such technology, products, services, devices, components, or parts thereof with Defendants' knowledge for use in circumventing technological measures that effectively control access to the craigslist website and/or portions thereof.

144. craigslist has been and will continue to be damaged in an amount not presently known with certainty, but which will be proven at trial.

145. Defendants' conduct also has caused irreparable and incalculable harm and injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

146. craigslist is entitled to the range of relief provided by 17 U.S.C. §§ 1201-1203, including, but not limited to, injunctive relief, compensatory damages or statutory damages, punitive damages, and craigslist's costs and attorneys' fees in amounts to be proven at trial.

THIRD CLAIM FOR RELIEF
VIOLATION OF COMPUTER FRAUD AND ABUSE ACT
18 U.S.C. § 1030

147. craigslist realleges and incorporates by reference all of the preceding paragraphs.

148. craigslist's computers are involved in interstate and foreign commerce and communication, and are protected computers under 18 U.S.C. § 1030(e)(2).

149. On information and belief, Defendants intentionally accessed craigslist's computers without authorization or in excess of authorized access, and through interstate or foreign communication, obtained information from craigslist's computers in violation of the Computer Fraud and Abuse Act ("CFAA"), 18 U.S.C. § 1030(a)(2)(C).

150. On information and belief, Defendants knowingly and with intent to defraud, accessed craigslist's computers without authorization or in excess of authorized access, and thereby furthered the intended fraud and obtained services of value (other than use of the computers) in violation of the CFAA, 18 U.S.C. § 1030(a)(4).

151. On information and belief, Defendants intentionally accessed craigslist's computers without authorization and caused and/or recklessly caused damage in violation of the CFAA, 18 U.S.C. § 1030(a)(5)(A)(ii) and (iii).

152. Defendants' actions have caused loss to one or more persons, including, but not limited to, craigslist, in a one year period aggregating at least \$5,000 in value in accordance with the CFAA, 18 U.S.C. § 1030(a)(5)(B)(i).

1 153. Defendants' conduct has also caused irreparable and incalculable harm and injuries
2 to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which
3 craigslist has no adequate remedy at law.

4 154. Under the CFAA, 18 U.S.C. § 1030(g), craigslist is entitled to injunctive relief,
5 compensatory damages, and other equitable relief.

6 **FOURTH CLAIM FOR RELIEF**
7 **VIOLATION OF CAL. PEN. CODE § 502**

8 155. craigslist realleges and incorporates by reference all of the preceding paragraphs.

9 156. craigslist is the owner or lessee of the computers, computer systems, computer
10 network, computer programs, and data that operate the craigslist website and services.

11 157. Defendants have knowingly accessed and without permission used craigslist data,
12 computers, computer systems and/or computer network in order to devise and/or execute a scheme
13 to defraud and deceive in violation of California Penal Code § 502(c)(1).

14 158. Defendants have knowingly accessed and without permission taken, copied, and/or
15 made use of data from craigslist computers, computer systems and/or computer network in
16 violation of California Penal Code § 502(c)(2).

17 159. Defendants have knowingly and without permission used or caused to be used
18 craigslist's computer services in violation of California Penal Code § 502(c)(3).

19 160. Defendants have knowingly and without permission accessed and added data to
20 craigslist computers, computer systems and/or computer network in violation of California Penal
21 Code § 502(c)(4).

22 161. Defendants have knowingly and without permission disrupted or caused the
23 disruption of craigslist's computer services and/or have knowingly and without permission denied
24 or caused the denial of computer services to authorized users of craigslist's computers, computer
25 services and/or computer network in violation of California Penal Code §502(c)(5).

26 162. Defendants have knowingly and without permission provided or assisted in
27 providing a means of accessing craigslist computers, computer systems, and/or computer network
28 in violation of California Penal Code § 502(c)(6).

1 163. Defendants have knowingly and without permission accessed or caused to be
2 accessed craigslist computers, computer systems, and/or computer network in violation of
3 California Penal Code § 502(c)(7).

4 164. craigslist has suffered and continues to suffer damage as a result of Defendants'
5 violations of the California Penal Code § 502 identified above.

6 165. Defendants' conduct also has caused irreparable and incalculable harm and injuries
7 to craigslist (including, but not limited to, craigslist's reputation and goodwill), and, unless
8 enjoined, will cause further irreparable and incalculable injury, for which craigslist has no
9 adequate remedy at law.

10 166. Defendants willfully violated California Penal Code § 502 in disregard and
11 derogation of craigslist's rights and the rights of legitimate craigslist users, and their actions as
12 alleged above were carried out with oppression, fraud and malice.

13 167. Pursuant to California Penal Code § 502(e), craigslist is entitled to injunctive relief,
14 compensatory damages, punitive or exemplary damages, attorneys' fees, costs and other equitable
15 relief.

16
17 **FIFTH CLAIM FOR RELIEF**
18 **TRADEMARK INFRINGEMENT, 15 U.S.C. §§ 1114, 1125(a) AND 1125(d)**

19 168. craigslist realleges and incorporates by reference all of the preceding paragraphs.

20 169. craigslist owns U.S. federal registrations nos. 2395628, 2905107, 2985065, and
21 3008562 for the CRAIGSLIST mark. These registrations are in full force and effect and are
22 enforceable.

23 170. At all times relevant, Defendants exercised ownership or control over search-
24 engine links and other online advertising for their products, services and website, and knowingly
25 cooperated in and/or induced, encouraged, enabled or aided the infringement of craigslist's
26 trademark rights in search-engine links and other online advertising for their products, services
27 and website.

28 171. Defendants' use of the CRAIGSLIST mark in interstate commerce is likely to
cause consumer confusion or to cause mistake or to deceive as to the origin of the products and

1 services offered and sold by Defendants and as to their affiliation, connection, or association with
2 and/or endorsement or approval by craigslist.

3 172. The foregoing acts of Defendants constitute false designation of association,
4 affiliation, connection, endorsement and/or approval under 15 U.S.C. § 1125(a), and/or vicarious
5 or contributory infringement of craigslist's rights under 15 U.S.C. § 1125(a).

6 173. Defendants' actions also constitute the use in interstate commerce of a
7 reproduction, counterfeit, copy, or colorable imitation of a registered trademark of craigslist in
8 connection with the sale, offering for sale, distribution, or advertising of goods or services on or
9 in connection with which such use is likely to cause confusion or mistake, or to deceive, in
10 violation of 15 U.S.C. § 1114.

11 174. On information and belief, Defendants are the domain name registrants or
12 registrant's authorized licensee for the domain name craigslistbotpro.com.

13 175. The CRAIGSLIST mark was distinctive and famous at the time the domain name
14 was registered and continues to be distinctive and famous.

15 176. Defendants, without regard to the goods or services of the parties and with a bad
16 faith intent to profit from the CRAIGSLIST mark have registered, trafficked in, and continue to
17 use their domain name that is identical or confusingly similar to or dilutive of the CRAIGSLIST
18 mark, in violation of the Lanham Act, 15 U.S.C. §1125(d).

19 177. Upon information and belief, Defendants have engaged in such false designation
20 of origin, association, affiliation, connection, endorsement and/or approval knowingly, willfully,
21 deliberately, and in conscious disregard of craigslist's rights, making this an exceptional case
22 within the meaning of 15 U.S.C. § 1117.

23 178. craigslist has been damaged and will continue to be damaged, and Defendants
24 have been unjustly enriched, by such unlawful conduct in an amount to be proven at trial.

25 179. In addition, Defendants' conduct described herein has caused and, if not enjoined
26 will continue to cause, irreparable damage to craigslist's rights in its marks, and to the business,
27 positive reputation and goodwill of craigslist, which cannot be adequately compensated solely by
28

monetary damages. craigslist therefore has no adequate remedy at law and seeks permanent injunctive relief pursuant to 15 U.S.C. § 1116.

SIXTH CLAIM FOR RELIEF
TRADEMARK INFRINGEMENT UNDER CALIFORNIA LAW

180. craigslist realleges and incorporates by reference all of the preceding paragraphs.

181. craigslist owns common law rights in the CRAIGSLIST mark that date back to 1995.

182. The acts and conduct of Defendants as alleged in the CLAIM FOR RELIEF immediately above constitute trademark infringement under the common law of California.

183. As a direct and proximate result of Defendants' conduct, craigslist has been damaged in an exact amount to be proven at trial.

SEVENTH CLAIM FOR RELIEF
BREACH OF CONTRACT

184. craigslist realleges and incorporates by reference all of the preceding paragraphs.

185. Use of the craigslist website and use of craigslist services are governed by and subject to the TOU.

186. At all relevant times, the main craigslist homepage and the home page for each geographic region have provided links to the TOU.

187. In addition, users are presented with the TOU and must affirmatively accept the TOU to register for a craigslist account to post ads.

188. In addition, users are presented with the TOU and must affirmatively accept the TOU before they can post an ad without an account.

189. On information and belief, Defendants affirmatively accepted and agreed to the TOU.

190. On information and belief, Defendants have repeatedly accessed and used craigslist's website and services, and thereby accepted the TOU.

191. On information and belief, Defendants affirmatively accepted the TOU by clicking the “ACCEPT the terms of use” option (not the “DECLINE the terms of use” option) when they set up accounts on craigslist.

192. On information and belief, Defendants affirmatively accepted the TOU by clicking the “ACCEPT the terms of use” option (not the “DECLINE the terms of use” option) when they posted ads on craigslist.

193. The TOU are binding on Defendants.

194. Defendants’ actions, as described above, have willfully, repeatedly and systematically breached the TOU.

195. craigslist has performed all conditions, covenants, and promises required to be performed by it in accordance with the TOU.

196. Defendants’ conduct has damaged craigslist, and caused and continues to cause irreparable and incalculable harm and injury to craigslist.

197. craigslist is entitled to injunctive relief, compensatory damages, liquidated damages under the TOU, attorneys’ fees, costs and/or other equitable relief.

EIGHTH CLAIM FOR RELIEF **INDUCING BREACH OF CONTRACT**

198. craigslist realleges and incorporates by reference all of the preceding paragraphs.

199. craigslist’s TOU constitute a valid and existing contract between craigslist and craigslist users.

200. Defendants had knowledge of the TOU and of the valid and existing contract between craigslist and craigslist users created by the TOU.

201. Defendants intended to induce users to breach their contract with craigslist.

202. Users who were induced to utilize Defendants’ products and services did in fact breach the TOU by acts, including, but not limited to:

- Repeatedly posting the same or similar content;
- Posting the same item or service in more than one category;
- Posting the same item or service in more than one geographic area;

- Gaining unauthorized access to craigslist's computer systems; and
- Using "automated posting devices" to post to craigslist.

203. These breaches of the TOU were caused by Defendants' unjustified and wrongful conduct.

204. Defendants' conduct has damaged craigslist, and caused and continues to cause irreparable and incalculable harm and injury to craigslist.

205. craigslist is entitled to injunctive relief, compensatory damages, liquidated damages under the TOU, attorneys' fees, costs and/or other equitable relief.

206. craigslist is informed and believes that Defendants' conduct was undertaken with the intent to injure craigslist, or with a willful and conscious disregard of craigslist's rights, and constitutes clear and convincing evidence of oppression, fraud and malice under California Civil Code § 3294. As a result, craigslist is entitled to an award of punitive damages against Defendants in an amount sufficient to deter them from future misconduct.

NINTH CLAIM FOR RELIEF

INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

207. craigslist realleges and incorporates by reference all of the preceding paragraphs.

208. craigslist's TOU constitute a valid and existing contract between craigslist and craigslist users.

209. Defendants had knowledge of the TOU and of the valid and existing contract between craigslist and craigslist users created by the TOU.

210. Defendants committed intentional and unjustified acts designed to interfere with or disrupt the contract between craigslist and craigslist users.

211. Defendants caused actual interference with or disruption of relationships between craigslist and craigslist users.

212. Defendants' conduct has damaged craigslist, and caused and continues to cause irreparable and incalculable harm and injury to craigslist.

213. craigslist is entitled to injunctive relief, compensatory damages, liquidated damages under the TOU, attorneys' fees, costs and/or other equitable relief.

1 214. craigslist is informed and believes that Defendants' conduct was undertaken with
2 the intent to injure craigslist, or with a willful and conscious disregard for craigslist's rights, and
3 constitutes clear and convincing evidence of oppression, fraud and malice under California Civil
4 Code § 3294. As a result, craigslist is entitled to an award of punitive damages against
5 Defendants in an amount sufficient to deter them from future misconduct.
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8 **TENTH CLAIM FOR RELIEF**
9 **FRAUD**

10 215. craigslist alleges and incorporates by reference all of the preceding paragraphs.

11 216. On information and belief, Defendants have repeatedly accessed and used
12 craigslist's website and services, including, but not limited to, the post to classified, account
13 registration and account log in portions and services of the website, and, in doing so, represented
14 to craigslist that they would comply with the TOU, and thus that they would not, among other
15 things, use automated devices, post duplicative ads, post ads in multiple categories or multiple
16 geographic areas, or otherwise abuse or interfere with the website or services.

17 217. On information and belief, Defendants affirmatively accepted the TOU by clicking
18 the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when they
19 set up accounts on craigslist, and thereby expressly represented to craigslist that they would
20 comply with the TOU, and thus that they would not, among other things, use automated devices,
21 post duplicative ads, post ads in multiple categories or multiple geographic areas, or otherwise
22 abuse or interfere with the website or services.

23 218. On information and belief, Defendants affirmatively accepted the TOU by clicking
24 the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when they
25 posted ads on craigslist, and thereby expressly represented to craigslist that they would comply
26 with the TOU, and thus that they would not, among other things, use automated devices, post
27 duplicative ads, post ads in multiple categories or multiple geographic areas, or otherwise abuse or
28 interfere with the website or services.

1 219. craigslist reasonably relied on Defendants' representations to provide Defendants
2 with access to portions of the craigslist website and access to certain services offered on the
3 craigslist website.

4 220. Defendants' representations that they would comply with the TOU were false.

5 221. Defendants have accessed and used the craigslist website and services, and, when
6 they accepted the TOU, they intended to, and did, access and use the craigslist website and
7 services, in violation of the TOU as described above.

8 222. On information and belief, when Defendants accepted the TOU and accessed and
9 used craigslist's website and services, they concealed from craigslist their true intent to violate the
10 TOU.

11 223. As a result of Defendants' fraudulent representations and omissions, Defendants
12 obtained information about the structure and operating features of craigslist's website and services
13 to enable them to design, test and operate their auto-posting software and services and related
14 devices.

15 224. Defendants' conduct has damaged craigslist, and caused and continues to cause
16 irreparable and incalculable harm and injury to craigslist.

17 225. craigslist is entitled to injunctive relief, compensatory damages, liquidated
18 damages under the TOU, attorneys' fees, costs and/or other equitable relief.

19 226. craigslist is informed and believes that Defendants' conduct was undertaken with
20 the intent to injure craigslist, or with a willful and conscious disregard for craigslist's rights, and
21 constitutes clear and convincing evidence of oppression, fraud and malice under California Civil
22 Code § 3294. As a result, craigslist is entitled to an award of punitive damages against
23 Defendants in an amount sufficient to deter them from future misconduct.

24 **VII. PRAYER FOR RELIEF**

25 WHEREFORE, plaintiff craigslist, Inc. prays for the following relief:
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27
28

1 1. A preliminary injunction and permanent injunction enjoining and restraining all
2 Defendants, their employees, representatives, agents, and all persons or entities acting in concert
3 with them during the pendency of this action and thereafter perpetually from:

4 (a) Manufacturing, developing, creating, adapting, modifying, exchanging,
5 offering, distributing, selling, providing, importing, trafficking in, or using any automated device
6 or computer program (including, but not limited to, any technology, product, service, device,
7 component, or part thereof) that enables postings on craigslist without each posting being entered
8 manually;

9 (b) Manufacturing, developing, creating, adapting, modifying, exchanging,
10 offering, distributing, selling, providing, importing, making available, trafficking in, or using
11 content that uses automated means (including, but not limited to, spiders, robots, crawlers, data
12 mining tools, and data scraping tools) to download or otherwise obtain data from craigslist;

13 (c) Engaging in any activity that disrupts, diminishes the quality of, interferes
14 with the performance of, or impairs the functionality of, craigslist's services or the craigslist
15 website;

16 (d) Copying, distributing, displaying, creating derivative works or otherwise
17 using protected elements of craigslist's copyrighted website (located at www.craigslist.org),
18 including, but not limited to, the website's post to classifieds, account registration and account log
19 in expressions and compilations, and from inducing, encouraging, causing or materially
20 contributing to any other person or entity doing the same;

21 (e) Circumventing technological measures that control access to craigslist's
22 copyrighted website and/or portions thereof (including, but not limited to, CAPTCHAs and RE-
23 CAPTCHAs), and from inducing, encouraging, causing or materially contributing to any other
24 person or entity doing the same;

25 (f) Manufacturing, developing, creating, adapting, modifying, exchanging,
26 offering, selling, distributing, providing, creating, importing, trafficking in, or using technology,
27 products, services, devices, components, or parts thereof, that are primarily designed or produced
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1 for the purpose of circumventing technological measures and/or protection afforded by
2 technological measures that control access to craigslist's copyrighted website and/or portions
3 thereof, and from inducing, encouraging, causing or materially contributing to any other person or
4 entity doing the same;

5 (g) Accessing or attempting to access craigslist's computers, computer
6 systems, computer network, computer programs, and data, without authorization or in excess of
7 authorized access, including, but not limited to, creating accounts or posting content on the
8 craigslist website, and from inducing, encouraging, causing, materially contributing to, aiding or
9 abetting any other person or entity to do the same;

10 (h) Manufacturing, developing, creating, adapting, modifying, exchanging,
11 offering, selling, distributing, providing, importing, trafficking in, purchasing, acquiring,
12 transferring, marketing or using any program, device, or service designed to provide an
13 automated means of accessing craigslist's website, automated means of creating craigslist
14 accounts, or automated means of posting ads or other content on the craigslist's website,
15 including, but not limited to, any program, device, or service that is, in whole or in part, designed
16 to circumvent security measures on the craigslist website;

17 (i) Repeatedly posting the same or similar content on craigslist, posting the
18 same item or service in more than one category on craigslist, posting the same item or service in
19 more than one geographic area on craigslist, and from inducing, encouraging, causing, assisting,
20 aiding, abetting or contributing to any other person or entity doing the same;

21 (j) Posting ads on behalf of others, causing ads to be posted on behalf of
22 others, and accessing craigslist to facilitate posting ads on behalf of others;

23 (k) Using, offering, selling or otherwise providing a third-party agent, service,
24 or intermediary to post content to craigslist;

25 (l) Misusing or abusing craigslist, the craigslist website and craigslist services
26 in any way, including, but not limited to, violating the craigslist TOU;
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1 (m) Accessing or using craigslist's website for any commercial purpose
2 whatsoever; and

3 (n) Using the CRAIGSLIST mark and any confusingly similar designations in
4 Internet advertisements and otherwise in commerce in any manner likely to confuse consumers as
5 to their association, affiliation, endorsement or sponsorship with or by craigslist.

6 2. An order requiring Defendants to account for, hold in constructive trust, pay over
7 to craigslist, and otherwise disgorge all profits derived by Defendants from their unlawful
8 conduct and unjust enrichment as permitted by law;

9 3. An award to craigslist of damages, including, but not limited to, liquidated,
10 compensatory, statutory, and punitive damages, as permitted by law;

11 4. For an award of prejudgment and post-judgment interest; and

12 5. An award to craigslist of its costs of suit, including, but not limited to, reasonable
13 attorneys' fees, as permitted by law;

14 6. For such other relief as the Court deems just and proper.
15

16 DATED: February 26, 2010

PERKINS COIE LLP

17
18 By: /s/ Brian Hennessy

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21 Attorneys for Plaintiff
22 craigslist, Inc.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial of all issues in the above-captioned action which are triable to a jury.

DATED: February 26, 2010

PERKINS COIE LLP

By: /s/ Brian Hennessy

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